

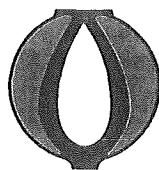
Covering Rules, Regulations & Working Conditions
Apprenticeship Standards

April 1, 2013

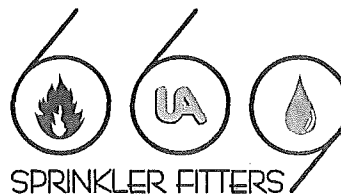


AMERICA'S SPRINKLER LOCAL

A G R E E M E N T B E T W E E N



National Fire Sprinkler
Association, Inc.



Road Sprinkler Fitters
Local Union 669

ARTICLE 7

WAGES: It is agreed that the hourly wage rate for Sprinkler Fitters shall apply to jobs in the states effective April 1, 2013 for the duration of the Agreement:

STATES	Wage Rate			
	4/1/2013	7/1/2013	4/1/2014	4/1/2015
<u>MASSACHUSETTS</u>	\$35.81	\$36.53	\$37.26	\$38.01

ARTICLE 16

APPRENTICES: The parties mutually agree that an Apprentice system has been established and that the wages, hours and working conditions of Apprentices shall be as covered by the Joint Apprentice Standards, which are incorporated by reference herein. Changes in the Apprenticeship Standards can only be made by mutual agreement of the parties to this Agreement. Such modification shall be submitted to the Office of Apprentice

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Training, Employer and Labor Services of the U.S. Department of Labor, for approval. Apprentices employed before such modification shall not be affected without their consent. It is expressly understood and agreed that the Employer shall not lay off a Journeyman or Apprentice in order to hire a new Apprentice. There shall be no restrictions on the hiring of Apprentices, other than the ratios as outlined below.

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- 3) In any event, the ratio of Journeymen to Apprentices shall not be less than one (1) Journeyman to one (1) Apprentice.

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All Apprentices shall be paid a progressively increasing rate of wage based upon the applicable percentage schedules in effect.

Apprentices Rate	Percentage Scale of Journeyman's Rate
Class 1	45%
Class 2	50%
Class 3	55%
Class 4	60%
Class 5	65%
Class 6	70%
Class 7	75%
Class 8	80%
Class 9	85%
Class 10	90%

It is understood and agreed that adoption of the foregoing Apprentice wage structure shall not result in a decrease in the wage rate of any existing Apprentice.

Effective upon ratification of this agreement, through March 31, 2016, NASI Health and Welfare contributions shall be made on behalf of Class 1 and 2 Apprentices at Seven Dollars Forty-Five Cents (\$7.45) per hour for Level 2 coverage. This amount shall include Seven Dollars and Eight Cents (\$7.08) for Level 2 NASI Health and Welfare benefits and Thirty-Seven Cents (\$0.37) per hour for RESA.

Effective April 1, 2013, NASI Health and Welfare contributions will be made as required in Article 19 for Class 3 through 10 Apprentices.

Effective April 1, 2013, NASI Pension Fund contributions will be made for all hours worked by all Apprentices except for Class 1 and 2 Apprentices.

Where there is no Journeyman S.I.S. contribution, there shall be no Apprentice S.I.S. contribution.

For Apprentices indentured on or after April 1, 2013, there shall be no S.I.S. Fund contributions required for Class 1 and 2 Apprentices. For Apprentices indentured on or after April 1, 2013, S.I.S. Fund contributions shall be required for all hours worked by Class 3 and 4 Apprentices at the rate of Twenty-Five Cents (\$0.25) per hour in addition to their wages. Class 5 through 10 Apprentices indentured on or after April 1, 2013, where the Journeyman S.I.S. contribution is Two Dollars (\$2.00) or less, the S.I.S. contribution shall be Twenty-Five Cents (\$0.25) per hour worked in addition to wages. Class 5 through 10 Apprentices indentured on or after April 1, 2013, where the Journeyman S.I.S. contribution is greater than Two Dollars (\$2.00), the S.I.S. contribution shall be Fifty Cents (\$0.50) per hour worked in addition to wages.

RATIO OF APPRENTICES TO JOURNEYMEN: Employers employing Apprentices under the terms and conditions of this Article shall be allowed one (1) Apprentice to the first Journeyman and one (1) Apprentice to each Journeyman thereafter. No Apprentice may be employed on a job where there are no Journeymen employed.

ARTICLE 18

JURISDICTION OF WORK: The work of the Sprinkler Fitter and/or Apprentice shall consist of the installation, dismantling, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, also all tanks and pumps connected thereto. Also included shall be CO2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems, but excluding steam fire protection systems.

Work of the nature described above that is generated by the inspection or testing of a fire protection system, but not the inspection or testing itself, is covered by this agreement.

ARTICLE 19

NATIONAL AUTOMATIC SPRINKLER INDUSTRY WELFARE FUND: It is mutually agreed that a Welfare Fund on a National Automatic Sprinkler Industry basis has been established for those employees who are covered by this Collective Bargaining Agreement.

Effective April 1, 2013, each contractor shall pay to the Fund Eight Dollars and Forty-Two Cents (\$8.42) per hour for all hours worked by all employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement. This amount shall include Seven Dollars and Eighty-Two Cents (\$7.82) for Level 1 NASI Health and Welfare Benefits and Sixty Cents (\$0.60) per hour for RESA.

Effective January 1, 2014, each contractor shall pay to the Fund Eight Dollars and Fifty-Two Cents (\$8.52) per hour for all hours worked by all employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement. This amount shall include Seven Dollars and Eighty-Two Cents (\$7.82) for Level 1 NASI Health and Welfare Benefits and Seventy Cents (\$0.70) per hour for RESA.

ARTICLE 20

NATIONAL AUTOMATIC SPRINKLER INDUSTRY PENSION FUND: It is mutually agreed that a Pension Fund on a National Automatic Sprinkler Industry basis has been established for those employees who are covered by this Collective Bargaining Agreement.

Effective April 1, 2013, each contractor shall pay to the Fund Five Dollars and Fifty Cents (\$5.50) per hour for all hours worked by the employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

Effective January 1, 2014 the contribution to the National Automatic Sprinkler Industry Pension Fund will increase by Twenty-Five Cents (\$0.25) to Five Dollars and Seventy-Five Cents (\$5.75). Of this Twenty-Five Cents (\$0.25) increase, Ten Cents (\$0.10) of increase is not contemplated by the Pension Fund's Rehabilitation Plan and is intended to allow the Pension Fund to revise the early retirement subsidy rules that apply to certain terminated vested participants.

Effective January 1, 2015, each contractor shall pay to the Fund Five Dollars and Ninety Cents (\$5.90) per hour for all hours worked by the employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

Effective January 1, 2016, each contractor shall pay to the Fund Six Dollars and Five Cents (\$6.05) per hour for all hours worked by the employees who come under the jurisdiction of this Collective Bargaining Agreement unless otherwise provided for in this Agreement.

ARTICLE 22

ADDITIONAL FUNDS

(A) Supplemental Pension Fund:

It is mutually agreed that a Sprinkler Industry Supplemental Defined Contribution Pension Fund has been established for those employees whose wages are covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the Fund, each contractor who is a party to this Agreement and performing work within the following states shall contribute to the Fund for all work performed by Journeymen _____

the following amounts:

Massachusetts

Effective
4/1/2013

\$6.08

ARTICLE 29

DURATION AND REOPENING OF AGREEMENT: This Agreement shall be effective April 1, 2013 to March 31, 2016.

ARTICLE 30

PROVISIONS FOR RENEWAL OF AGREEMENT: Sixty (60) days prior to April 1, 2016, written notice may be given by either party requesting a conference to prepare such alterations or amendments as may be agreed to. Failing to give such written notice, this Agreement remains in force from year to year, until written notice of sixty (60) days prior to April 1 is served. Written notice shall be sent by certified mail to the National Fire Sprinkler Association, Inc. and to the Local Union at its National Office.

1. **TERM OF APPRENTICESHIP**

The term of Apprenticeship shall consist of five (5) years, with an OJL attainment of 10,000 OJL Hours supplemented by the required hours of related instruction. The Apprentice shall serve and complete the Apprenticeship with the Employer to whom apprenticed except as herein provided.

2. **RATIO OF APPRENTICES TO JOURNEYPERSON**

Employers employing Apprentices under the terms and conditions of these Standards shall be allowed one (1) Apprentice for each Journeyperson. No Apprentice may be employed on a job where there are no Journeymen employed.

Letter of Understanding

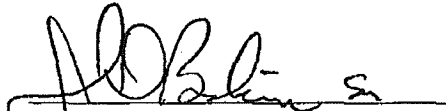
By this writing the undersigned parties represent that the attached Road Sprinkler Fitters Local 669/NFSA Tentative Agreement Summary is a true and correct summary of the terms and conditions (including wage rates) agreed upon by the parties on March 31, 2013, in the three year contract effective 2013-2016. Said contract is in the process of being ratified by the Local 669 membership – a process to be completed by June 10, 2013.



Fred Barall
Senior Vice-President
National Fire Sprinkler Association

5/28/2013

Date



John D. Bodine, Sr.
Business Manager
Local Union 669

5-28-2013

Date